

59

AGREEMENT BETWEEN  
THE  
COUNTY OF ESSEX  
AND THE  
ESSEX COUNTY CORRECTIONS OFFICERS  
NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, LOCAL NO. 382

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JANUARY 1, 2014 THROUGH DECEMBER 31, 2017

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LAW OFFICES:

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THIS AGREEMENT, made this 12<sup>th</sup> day of June, 2014,  
between the COUNTY OF ESSEX (hereinafter "County"), and the NEW JERSEY  
STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 382 (hereinafter  
"PBA" or "Local 382" or "Union").

WHEREAS, the Public Employment Relations Commission has certified  
New Jersey State Policemen's Benevolent Association, Local 382, as the  
exclusive representative for the purpose of collective negotiations with respect  
to wages, hours, and other terms and conditions of employment in the  
negotiating unit described below:

Unit: Included: All County Correctional Officers below  
the rank of Sergeant employed by the County of  
Essex.

Excluded: Managerial executives, confidential  
employees and supervisors within the meaning of the  
Act; craft employees, professional employees, casual  
employees and all other employees of the County of  
Essex.

NOW THEREFORE, the County and the PBA mutually agree as follows:

## ARTICLE 1

### PURPOSE

The purpose of the Agreement is to memorialize and to set forth herein, the basic agreement covering the terms and conditions of employment to be observed between the parties herein, in order to foster good Employee/Employer relations.

## ARTICLE 2

### CIVIL SERVICE RULES

Whenever there should appear to be a conflict between the terms of this Agreement on one hand, and the Civil Service Law (N.J.S.A. 11A:1-1et seq.) and the Revised Civil Service Rules for the State of New Jersey (N.J.S.A. Title 4A) on the other hand, the terms of the latter shall prevail. Nothing in this Agreement shall be construed as to override current rules and regulations where the Employees are employed.

### ARTICLE 3

#### RECOGNITION

The County recognizes the New Jersey State Policemen's Benevolent Association, Local 382 as the exclusive representative for all County Correction Officers under the rank of Sergeant, employed at the Essex County, for the purpose of collective negotiations under and pursuant to NJ Title 34:13A.

#### ARTICLE 4

##### RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which County Correction Officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the County during the term of this Agreement. However, all County personnel policies and personnel regulations in effect as of the date of this Agreement shall be applicable to all Correction Officers except as otherwise expressly provided herein.

## ARTICLE 5

### DISCRIMINATION FOR UNION ACTIVITY AND MEMBERSHIP

The County agrees it shall not discriminate against any Correction Officer with respect to hours, wages, or any terms of conditions of employment by reason of membership in the New Jersey State Policemen's Benevolent Association, Local 382 and its affiliates, their participation in any activities of the Union and its affiliates, collective negotiations with the County, or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.



**ARTICLE 6**  
**COMPENSATION**

Employees covered by this Agreement shall receive the following base salary:

	Effective 01/01/2014	Effective 01/01/2015	Effective 01/01/2016	Effective 01/01/2017
Start	\$41,257	\$42,082	\$42,924	\$43,782
Step 1	\$48,487	\$49,456	\$50,446	\$51,454
Step 2	\$55,716	\$56,831	\$57,967	\$59,127
Step 3	\$62,946	\$64,205	\$65,489	\$66,799
Step 4	\$70,176	\$71,580	\$73,011	\$74,471
Step 5	\$77,406	\$78,954	\$80,533	\$82,144
Step 6	\$84,633	\$86,326	\$88,059	\$89,814

Included in the rate of pay for all Employees covered by this Agreement is the additional compensation of Four Hundred Dollars (\$400.00) per year in lieu of overtime pay for any time spent in a lineup, not exceeding fifteen (15) minutes before each shift, provided, however, that the additional compensation shall be continued regardless of whether the lineup is continued or discontinued by the County.

### Increments

Current Employees receiving increments on January 1<sup>st</sup> will continue to do so until they are at maximum. All other Employees will receive their increments on their anniversary date.

Increments shall continue to be paid on an automatic basis. However, the County may withhold one-half ( $\frac{1}{2}$ ) of an Employee's increment under the following conditions:

- a. The Employee shall receive at least thirty (30) days' notice prior to the time the increment is due to be paid.
- b. The County shall have the burden of proving the withholding of the increment was for good and proper cause.
- c. The Employee or the Union shall have the right to challenge, *via* the grievance procedure and binding arbitration if necessary the evaluation method, format and conclusions by which one-half ( $\frac{1}{2}$ ) the increment was withheld. Both the procedural and substantive aspects of the evaluation system may be objected to.
- d. The County may not employ this procedure more than once every two (2) years against a single Employee.
- e. The County may elect to pursue performance issues either

through this procedure or normal Civil Service procedures.

Should the County elect to utilize this procedure, it shall be precluded from employing Civil Service rules to discipline an Employee for the same time period.

#### **Shift Differential**

The night shift differential has been eliminated. Effective August 10, 2005 an evening shift differential of Forty-Four Cent (\$0.44) per hour for actual hours worked during the 2PM - 10PM shift shall be paid to Employees working this shift. This is no back pay liability for any other shift differential payments.

#### **Holdback**

The County will continue the practice of a one (1) week payroll holdback. The procedure shall be consistent with that employed on a County-wide basis.

## ARTICLE 7

### PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Director of Corrections and/or Governing Body.

Upon advanced notice and at reasonable times, any Corrections Officer of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Director of Corrections or his designee.

Whenever a written complaint concerning an Officer or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be permitted to place a rebuttal in his/her file. If any disciplinary action is taken, based on any complaint, then the Employee shall be furnished with all details of the complaint including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Department shall subject the member to appropriate disciplinary action.

ARTICLE 8

STAND BY - CALL IN

Correction Officers who are on call for any tour of duty other than their regular tour shall be paid at straight time for two (2) hours. If called into work, they shall be paid at time and one half (1 ½) for those hours worked.

## ARTICLE 9

### HOLIDAY TIME

The following days shall be recognized as paid holidays:

NEW YEAR'S DAY  
DR. MARTIN LUTHER KING'S BIRTHDAY  
LINCOLN'S BIRTHDAY  
WASHINGTON'S BIRTHDAY  
GOOD FRIDAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
ELECTION DAY  
VETERAN'S DAY  
THANKSGIVING DAY  
FRIDAY AFTER THANKSGIVING DAY  
CHRISTMAS DAY

An Officer who works a holiday may elect to be compensated as follows:

1. Regular time plus time and one-half (1 + 1 ½) overtime pay; or
2. Regular time with a "due day" placed on the books as a future day off.

All "due days" placed on the books, but not taken as a day off within one (1) year of the holiday worked, convert to time and one-half (1 ½) overtime pay and are paid out automatically. "Due days" do not accumulate from one year to another.

Any "Due Days" or "Time Due Days" on the books as of August 10,

2005 must be cashed in at the rate of eighty (80) hours each year until these accumulated "Time Due Days"/"Due Days" are exhausted. "Time Due Days"/"Due Days" will no longer accumulate from year to year.

## ARTICLE 10

### SENIORITY

Seniority is defined as the length of continuous service of permanent Correction Officer. A list of Correction Officers listed according to seniority shall be posted annually kept current by the County.

#### **A. Job Assignments, Shift Assignments and Vacation Picks**

Seniority shall be the basis on which Officers shall select vacation schedules, shifts and overtime, except in circumstances where the granting of such vacations, shifts or overtime will interfere with the efficient operation of the Jail, as determined in the sole discretion of the Director of Corrections or his designee.

Bid jobs will be posted and awarded according to jail policy "Job Bids PS.ADM.014.

The County agrees that all future assignments to preferred positions will be posted and that overall seniority may be considered as a factor for filling these assignments, as long as an Officer had requested the preferred position of a preference sheet. The parties' expressly understand and agree, however, that final authority in filling these positions remains with the Director of Corrections or his designee. Any Officer holding a preferred position may be



removed for good cause at the discretion of the Director of Corrections or his designee.

The Director of Corrections or his designee may make any involuntary transfer from one shift to another or one job to another for good cause. When so transferred, the Employee may any time thereafter bid on a job or state his preference on a voluntary transfer list as previously set forth.

**B. Reduction in Force**

Reductions in force are to be made in the order of least seniority first.

**C. Retention of Benefits**

Nothing contained herein is intended to limit or change the application of seniority under Civil Service law and wherever there should appear to be a conflict between this Agreement and Civil Service law the latter shall prevail.

## ARTICLE 11

### UNION RELEASE TIME - ATTENDANCE AT MEETINGS

The Union President is granted full release time to conduct Union business. The Union President shall wear his Corrections Officer uniform while on the premises of the Essex County Correctional Facility while conducting Union business. The Union President shall submit to the Director of Corrections or his designee his schedule for meetings and release time the first day of each month on a monthly basis.

In addition to the current time off provisions, two hundred eighty-eight (288) hours per calendar year shall be provided to the Union for Union business. The request for the time shall be submitted to the Director of Corrections or his designee for approval in conjunction with the Union President's monthly report for meetings and release time.

## ARTICLE 12

### FREEHOLDER RESOLUTIONS AND JAIL/COUNTY POLICIES

Resolutions of the Essex County Board of Chosen Freeholders affecting the membership in regard to wages, hours, terms and conditions of employment, will be forwarded to the President of the Union in advance of their consideration whenever practicable and within a reasonable period of time after the resolution has been passed.

The Association President will be notified of any change in institutional policy directly affecting the Employees or the inmates.

## ARTICLE 13

### EXTENT OF COUNTY LIABILITY

Whenever any civil action has been or shall be brought against any Employee covered by this Agreement for any act or omission arising during the course of, and within the scope of, the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees at the rate of Eighty Dollars (\$80.00/hr.) per hour, and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

Should any criminal action be instituted against any Employees entitled to defense in civil actions according to the foregoing paragraph, for any such act or omission arising out of his employment with the County, and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees at the rate of Eighty Dollars (\$80.00/hr) per hour, and expenses of the original hearing or trial and all appeals.

## ARTICLE 14

### LONGEVITY

1. The longevity program will be continued in effect for all permanent Employees who were on the payroll as of December 31, 1974, but will be discontinued and inapplicable for all Employees hired after December 31, 1974.

2. All longevity increments due on or after January 1, 1976, shall be calculated on a basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

3. Effective January 1, 1976, inequities in longevity payments will be eliminated over a five (5) year basis by increasing an affected Employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the aforementioned five (5) years.

4. Longevity increments will be paid as heretofore, namely, beginning with the pay period following the anniversary date of employment.

## ARTICLE 15

### GRIEVANCE PROCEDURE

Any dispute, difference or grievance regarding the interpretation, application or violation of policies, administrative decisions and agreements, including this Agreement, affecting Correction Officers shall first be attempted to be settled by means of a conference between the representatives of the Union and the Director of Corrections or his designee.

In the event that such grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievance regarding the interpretation or application of the provisions of the Agreement may be submitted to arbitration (subject to the limitations set forth herein) at the request of either party to the New Jersey State Board of Mediation or the Public Employment Relations Commission who shall designate an Arbitrator.

The decision of the designated Arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitration shall be borne equally between them. Only the Union or the County shall have the right to submit a matter to binding arbitration.

In order for a grievance to be arbitrable it must be submitted, in writing, to the Director of Corrections or his designee with a copy to the Director of Human Resources within ninety (90) calendar days of its occurrence.

Discussion or conference between the representatives of the Union and the Director of Corrections or his designee or the County occurring after said ninety (90) days is not to be considered a waiver of the right of the County to maintain that a grievance is not arbitrable.

The Director of Corrections or his designee shall give his answer to a timely grievance submitted to him within ten (10) calendar days after the conference between the parties. If the same is not provided, then the Association has the right to proceed to arbitration upon the end of said ten (10) day period.

Any Employee, who shall be required to testify at or attend hearings of arbitration, mediation, or settlement on any questions or violations of this Agreement, shall not suffer any loss of wages by reason thereof.

Any Employee suspended without pay, for less than six (6) days, may challenge said suspension through this grievance procedure.

## ARTICLE 16

### VACATION TIME

Vacations shall be granted to Officers as follows:

1st year	1 vacation day for each month of service
2 <sup>nd</sup> year through 5 <sup>th</sup> year	12 days
6 <sup>th</sup> year through 10 <sup>th</sup> year	17 days
11 <sup>th</sup> year through 15 <sup>th</sup> year	20 days
16 <sup>th</sup> year through 20 <sup>th</sup> year	23 days
After 20 years	25 days

Employee celebrating their sixth, eleventh, sixteenth, and twenty-first anniversaries will be granted the additional vacation days during the year in which the anniversary is celebrated.

In the event the Legislature enacts into law the Act known "20 and out" permitting Employees with twenty (20) years of service to retire, then the County agrees upon demand by the PBA to reopen this Article dealing with vacations for the purpose of renegotiating this Article only.



## ARTICLE 17

### COMPENSATORY TIME BANK

A Compensatory Time Off (CTO) bank shall be established wherein Employees may elect to take extra duty work compensation as time (1.5 rate) or paid compensation (time and one-half (1.5)). The CTO bank shall never exceed forty (40) hours and shall be used no later than one (1) year after the date it is earned. If time is not used within one (1) year after it is earned, the Employee must provide the Director of Corrections by the first anniversary of the date of when the time was earned with the schedule for the next year as to when that time shall be taken. Employees with no leave time remaining shall not be eligible for accumulation of CTO. No Employee serving or charged with attendance violations shall be eligible for accumulation of CTO. Hours placed in the bank shall be used at the discretion of the Employee subject to approval by the Director of Corrections or his designee.

## ARTICLE 18

### SICK TIME

Full-time Employees receive 1.25 days of sick leave for each completed month of service after his/her date of hire until December 31<sup>st</sup> of that year. Thereafter, an Employee receives fifteen (15) sick days per year if he/she works the entire year. The fifteen (15) days are credited on January 1<sup>st</sup> of each year.

Sick leave may only be used for personal illness, non-work related accident, exposure to contagious disease, serious illness or death in the immediate family. Immediate family consists of parents, step-parents, spouse, children, step-children, foster children, legal guardian, legal ward, brother or sister, grandparents, mother-in-law, father-in-law, or any relative of the Employee who resides in the Employee's household.

Unused sick leave accumulates from year to year, to be used if needed.

The Essex County Department of Corrections' Attendance Control Policy remains in full force and effect.

## ARTICLE 19

### BEREAVEMENT DAYS

Up to three (3) bereavement days, non-accumulative, with pay, per death shall be provided for death in the immediate family with proper identification. "Immediate Family" shall mean the following: parent of Employee or spouse, sibling of Employee or spouse, child of Employee or spouse, spouse of Employee, guardian of Employee or spouse, grandparents of Employee or spouse.

## ARTICLE 20

### MEAL AND BREAK PERIODS

Except in cases of emergency, each Officer is entitled to a sixty (60) minute meal period without deduction in pay. The County shall provide a meal according to what is being served to the inmates. Break time shall be taken away from an Officer's assigned work location. Under no circumstances are break or lunch periods to be taken outside of the facility. No Officer is permitted to leave the jail grounds during break or lunch periods.

## ARTICLE 21

### HEALTH INSURANCE AND SECTION 125 CAFETERIA PLAN

1. The existing Hospitalization, Medical-Surgical and Major Medical Insurance benefits shall be paid for by the County except as set forth below. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those now provided by the County.

The County shall maintain the following:

- (a) Pre-Admission Review, as set forth in Schedule B, attached hereto and made a part hereof:
- (b) Second Surgical Opinions, as set forth in Schedule B; and made a part hereof; and
- (c) Twenty percent (20%) co-pay for Dependent coverage only:

(1) This coverage will apply to "New Hires" only. For the purpose of this provision, "New Hires" shall be defined as Employees hired after December 31, 1993. Bargaining unit Employees working for the County on or before December 31, 1993 will be considered "vested" in the current health care coverage, and will not be required to pay a twenty percent (20%) co-pay for dependent coverage even if any one is laid off after December 31, 1993 and

then rehired by the County.

(2) The twenty percent (20%) co-pay will be capped at the applicable 1993 rate for (Parent/child, Employee/spouse, and family) as follows:

Husband/Wife	\$52.72 per month
Family	\$70.93 per month
Parent/Child	\$23.41 per month

2. The existing Drug Prescription Plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. The co-pays are as follows:

- (a) Ten Dollars (\$10.00) for generic drugs;
- (b) Fifteen Dollars (\$15.00) for non-generic drugs;
- (c) The prescription co-pay shall remain at Ten Dollars (\$10.00) for generic drugs and increase to Twenty-Five Dollars (\$25.00) for name brand drugs effective March 1, 2008. The mail order prescription plan shall be continued.

3. Upon retirement, an Employee who is a member of the Essex County Employee Retirement System may continue his/her health insurance, and Two Thousand Dollars (\$2,000.00) life insurance by paying group rate premiums.

4. The County will provide health benefits as described in Section 1 below to Employees who retire and fulfill all the requirements and criteria of Section 2 below. In consideration of providing this benefit the parties agree that the Six Hundred Dollars (\$600.00) annual payment to qualifying retirees is

hereby eliminated.

**Section 1:** (a) The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered retired Employee died.

(b) All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMOs). The County reserves the right to amend or change this coverage and the Plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date of this Agreement is signed.

(c) The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active Employees.

(d) At such time as the eligible retiree becomes Medicare eligible, the eligible retirees will assume the cost of any Medicare coverage. It is expressly understood that the County will only provide supplemental coverage to Medicare.

**Section 2** In order to be eligible for the health benefits described in Section 1 above, the Employee who retires must:

(a) Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment

Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the consolidated Police and Firemen's Pension Fund (CPFPPF); and

(b) Be actively employed with the County of Essex on the date this provision was made part of the Agreement; and

(c) Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and

(d) Have been an Employee of the County of Essex immediately prior to his/her retirement; and

(e) Not elect a vested and deferred retirement; and

(f) Not elect or take a disability retirement with less than twenty-five (25) years of service credit in PERS, ERS, PFRS, or DPFPF; and

(g) Not receive a payment or stipends of any kind for premiums, charges or the like for retiree medical benefits from any Employer; and

(h) Not receive health benefits coverage from a source other than Essex County; and

(i) Not be eligible to receive health benefits coverage from a source other than Essex County; and

(j) Not be an active Employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and

(k) Not be a retired Employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency.



Notwithstanding the requirements set forth in Section 1 above, and subject to all remaining terms, conditions and eligibility requirements contained in Section 2 above, Employees who elected retirement between January 1, 1998 and the date this provision was made part of the Agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made part of the Agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an Employer or source other than Essex County and he/she then meets all the requirements of Section 2, he/she shall be entitled to the benefits described in Section 1 of this provision.

5. The County may change insurance carriers or be self-insured, so long as it does not reduce existing benefits.

6. The County shall provide Employees an opportunity to participate in its Section 125 Cafeteria Plan.

7. Waiver/Opt-Out - Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active Employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at Four Thousand Dollars (\$4,000.00) or twenty-five percent (25%) of the amount saved by the County,

whichever is less.

- b. Employees may waive parent-child or husband/wife coverage to be capped at Three Thousand Dollars (\$3,000.00) or twenty-five percent (25%) of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at Two Thousand Dollars (\$2,000.00) or twenty-five percent (25%) of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the Employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an Employee continues to receive prescription coverage from the County, the Employee must pay the applicable amount as set forth by legislation.
- f. An Employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the Employee ceases to be covered through the Employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An Employee who resumes coverage shall repay, on a *pro rata* basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An Employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked.

The decision of the County to allow its Employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

- g. Employees hired after July 1, 2014, shall not be eligible for Traditional coverage.
- h. Employees shall contribute amounts as set forth by Chapter 78, P.L. 2011. Once full implementation is reached, the contributions shall remain at the maximum level of contribution set forth in Chapter 78, P.L. 2011 for the remainder of this Collective Negotiations Agreement, through December 31, 2017.

## ARTICLE 22

### DUES DEDUCTION AND AGENCY SHOP

The County agrees to deduct dues for the Union from the wages of Employees covered by this Agreement, pursuant to the existing statute as amended, N.J.S.A. 34:13A-5.6, provided at the time of such deduction there is in possession of the County a current written assignment, individually and voluntarily executed by the Employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County. Existing Employees shall not be required to submit any written assignment since same has been previously submitted and accepted by the County.

The County will deduct the current uniform dues from the pay of the Employee(s) on a biweekly basis provided that if an Employee has no pay coming for such pay period, or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the Employee(s) in any one month only dues incurred while an individually has been in the employ of the County and only such amounts becoming due and payable in such month.

In the event that a refund is due an Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such

Employee to obtain appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.

Any Employee in the bargaining unit who does not join the Union shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount not to exceed eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer to the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

The checking-off of dues and/or Agency Shop fees shall be permitted for only the certified bargaining unit.

The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

## ARTICLE 23

### NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the County's Departments and Agencies is of paramount importance to the citizens of the community, and there should be no interference with such operation.

The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its will cause a strike, or other deliberate work interference with normal work procedures against the County.

In the event of a strike, or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by the Union shall entitle the County to take appropriate disciplinary action including possible discharge in accordance with applicable law.

Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union.

ARTICLE 24

EMPLOYEE DEVELOPMENT FUND

The county agrees to pay Four Hundred Fifty Dollars (\$450.00) per Officer hired prior to March 31 2004 and Three Hundred Fifty Dollars (\$350.00 per Officer hired after April 1, 2004 to the Employee Development Fund. The number of Employees shall be determined as of January 1 of each year. The appropriate amount shall be paid to the Union by the County of Essex no later than March 1 each year. The money shall be used for situations not covered by the Collective Bargaining Agreement between the parties.

This fund is to be held in a separate account and used at the discretion of the Union, and the Union indemnifies the County of all responsibility for the fund's operation.

ARTICLE 25

PERSONAL DAYS

Full-time Employees shall be entitled to three (3) personal days with pay per year.

Personal days are granted to Employees with the assumption that they shall be employed the complete calendar year. If an Employee separates service for any reason during the calendar year, personal days shall be prorated for the portion of the calendar year he/she is actively employed. Employees who have utilized a greater portion of their prorated personal days upon separation shall be liable for personal leave taken in excess of their entitlement and shall have this time deducted from any money owed to the Employee upon separation.

Newly hired full-time Employees shall accrue personal days in accordance with the following schedule:

<u>DATE OF EMPLOYMENT</u>	<u>NUMBER OF DAYS</u>
January 1 to February 29	Three (3) Personal Days
March 1 to June 30	Two (2) Personal Days
July 1 to October 31	One (1) Personal Day
November 1 to December 31	Zero (0) Personal Days

Personal days shall not be carried over to the succeeding calendar year and must be utilized in the year that they are granted.



ARTICLE 26

RIGHTS OF EXCLUSIVE BARGAINING UNIT  
(BULLETIN BOARDS/SAFETY COMMITTEE)

The Union shall be provided with office space of necessary size and within the confines of the jail to be used solely and exclusively by the PBA to conduct Union business.

The Union shall be provided with three (3) separate bulletin boards for the posting of notices relating to meetings and official PBA business only. No notice shall be posted until it has been submitted to the Director of Corrections or his designee.

A Safety Committee comprised of no more than three (3) representatives from the Employer and the Union will meet on a quarterly basis to discuss ongoing safety issues in the workplace.

## ARTICLE 27

### PHYSICAL EXAMINATIONS

All Employees shall receive a complete physical examination at least twice a year. Yearly chest x-rays will be made available to all Employees at no cost and the results of the x-rays will be made available to them.

ARTICLE 28

RETROACTIVE PAYMENTS

Any retroactive monies are to be paid by separate check by the County if possible.

All retroactive salary increases are to be paid to the estate of any Employee who has died during the period that the retroactive salary period covers.

## ARTICLE 29

### DEPARTMENTAL INVESTIGATIONS

The interrogation of a member of the Correction Officers shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

The interrogation shall take place at a location designated by the Director of Corrections. Usually it will be at the Correctional Facility or the location where the incident allegedly occurred.

The member under investigation shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member is being interrogated as a witness only, they should be so informed at the initial contact.

The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

The member shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

At every stage of the proceedings, the Correctional Facility shall afford

an opportunity for a member, if they so request, to consult with counsel and/or their Union representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member, which shall not delay the interrogation beyond one (1) hour for consultation with their Union representative, nor more than two (2) hours for consultation with their attorney. However, this paragraph shall not apply to routine day-to-day investigations.

In cases other than departmental investigations, if a member is under arrest or if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court.

Nothing herein shall be construed to deprive the Correctional Facility or its Officers of the ability to conduct the routine and daily operations of the Correctional Facility.

## ARTICLE 30

### PROMOTIONS AND JOB TITLES

The Correction Officer title series shall be County Correction Officer, County Correction Sergeant, County Correction Lieutenant, and County Correction Captain.

In line promotional examinations shall be open to all permanent Employees in the next lower level and in accordance with Civil Service regulations.

ARTICLE 31

UNIFORM AND SAFETY ALLOWANCES

Each Officer shall receive Eight Hundred Dollars (\$800.00) per year for Uniform and Safety Allowance.

The Uniform and Safety Allowance shall be paid two (2) times a year by separate paycheck as follows:

- A. Four Hundred Dollars (\$400.00) between the first and second pays in March; and
- B. Four Hundred Dollars (\$400.00) between the first and second pays in September.

## ARTICLE 32

### EDUCATION ALLOWANCE

An Employee who has attained college credits in Police Science, criminal justice, or social services having a reasonable relationship to correctional or rehabilitative services from a fully accredited college (accredited by the institutional agency - Middle States Association of Colleges & Schools, or the New England, Great Lakes, Plains, Southeast, Southwest, Rocky Mountains or Far West geographical regions) may submit verification of such college credits and receive additional annual compensation in accordance with the following schedule:

- A. Jail Employees\* hired prior to 10/08/97: 60 Credits \$5,427.00  
30 Credits \$2,714.00
- B. Jail Employees\* hired after 10/08/97: 60 Credits \$4,920.00  
30 Credits \$2,460.00
- C. An Employee entitled to the Above Education Allowance  
Will Continue to Receive the Above Amount
- D. All Annex\*\* Employees regardless of hire date  
And anyone hired after October 8, 1997 will receive  
The following: 60 Credits \$4,920.00  
30 Credits \$2,460.00
- E. Employees possessing a BA Degree will receive an  
Education Allowance of \$6,050.00
- F. The Education Allowance is frozen at the Six (6)  
Step Rate of 60 Credits = \$4920.00; 30 Credits = \$2,460,  
and BA Degree = \$6,050,00

Education allowance benefits shall be frozen at the above levels. The current practice regarding payment procedure shall continue.

\* Refers to Officers who worked at the Nelson Place Jail.

\*\* Refers to Officers who worked at the Caldwell Jail Annex.



## ARTICLE 33

### TERMINAL LEAVE

Anyone designated as an Annex Employees as of March 31, 2004 will continue to receive their accumulated sick time on a one-one (1-1) basis upon retirement provided they retire prior to December 31, 2010.

Anyone designated as a Jail Employee as of March 31, 2004 will receive their accumulated sick time on a one-one (1-1) basis upon retirement provided they retire with at least twenty-five (25) years of service prior to December 31, 2010.

All other Jail and/or Annex Employees hired prior to April 1, 2004 and still employed on January 1, 2011 shall receive their accumulated sick time upon retirement on a one-five (1-5) basis.

All Employees hired on or after April 1, 2004 shall receive their accumulated sick time upon retirement on a one-five (1-5) basis.

## ARTICLE 34

### RESIDENCY REQUIREMENT

A. Effective upon full execution of the Agreement, current and future PBA 382 represented Employees are required to be or have been *bona fide* residents of the County of Essex for five (5) years while employed by the County.

B. This Memorandum of Agreement, together with the 2006 through 2007 Collective Bargaining Agreement, and the 2008 through 2010 Memorandum of Agreement between the parties, represents the complete and final Agreement between the parties, and is contingent upon ratification and approval of the Association membership, the Essex County Executive and the Essex County Board of Chosen Freeholders.

C. All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized  
representatives, set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2014.

FOR THE UNION

\_\_\_\_\_  
Joseph Amato, President  
PBA Local 382

FOR THE COUNTY OF ESSEX

\_\_\_\_\_  
Joseph N. DiVincenzo, Jr.  
Essex County Executive

\_\_\_\_\_  
Deborah Davis Ford, Clerk of the  
Board of Chosen Freeholders

\_\_\_\_\_  
Approved as to Form  
Dolores Capetola, Esq.  
Essex County Counsel

## INSURANCE APPENDIX

### SCHEDULE B

#### Pre-Admission Review

Pre-Admission review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized programs to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

#### Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

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## Commonly Asked Questions About Pre-Admission Review

1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number.

These medical review specialist will review you case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

#### HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

#### OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

#### NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

#### MANDATORY SECOND SURGICAL OPINION PROGRAM

1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

2. How does the Mandatory Second Surgical Opinion Program Work?

If it is determined afterwards that the admission was necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes. You must still obtain PAR from the PAR medical-specialists. Your Physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs so that we can continue to offer

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the-completed form to the Referral Center.

3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The Second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for the second opinion.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

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ARTHROSCOPY	Examination of JOINT using a scope (may include meniscoectomy)
CATARACT SURGERY	Surgical removal of cataract (clouded lens) from the EYE
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by injection
CHOLECYSTECTOMY	Removal of GALLBLADDER (may include examination of bile ducts)
CORONARY ARTERY BYPASS SURGERY	Insertion of vein graft to bypass an obstructed HEART ARTERY
EXCISION OF INTER-VERTEBRAL DISK	Removal of a herniated DISK (including excision of disk with fusion)
HYSTERECTOMY	Removal of Uterus
MASTECTOMY	Surgical removal of BREAST (or portion)
MENISCETOMY	Removal of cartilage from the KNEE
PROSTATECTOMY	Removal of all or part of the PROSTATE
RHINOPLASTY TONSILLECTOMY	Surgery of NOSE to correct deformities (includes submucous resection)
SEPTECTOMY WITH RHINOPLASTY	Removal of an obstruction of the NOSE (includes submucous resection)
SPINAL FUSION	Joining of VERTEBRAE for immobilization
TONSILLECTOMY	Removal of the TONSILS

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

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*[Handwritten signature]*

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

Cosmetic Surgery

Dental Surgery

Minor Surgery (i.e. removal of sebaceous cyst)

Surgery ineligible by your health benefits plan

Sterilization procedures Emergency surgery

Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can;

- guarantee that claims will be paid properly;
- eliminate payment by subscribers for the second opinion consultation; and
- be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original doctor to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the Specialists participating in the program, is an agreement that the specialists will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

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13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like this, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package?


This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Appropriately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.

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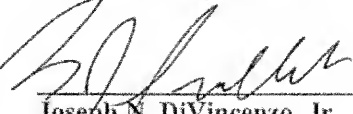


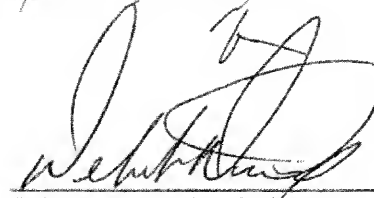
IN WITNESS WHEREOF, the parties have by their authorized  
representatives, set their hands and seals this 12<sup>th</sup> day June 2014.

New Jersey State PBA Local 382

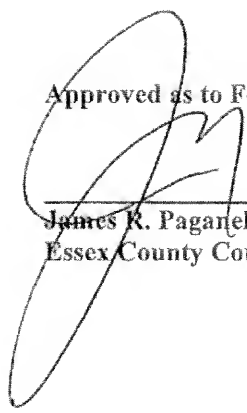
  
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Joseph Amato  
President  
New Jersey State PBA Local 382

For the County of Essex

  
\_\_\_\_\_  
Joseph N. DiVincenzo, Jr.  
Essex County Executive

  
\_\_\_\_\_  
Deborah Davis Ford, Clerk of  
Board of Chosen Freeholders

Approved as to Form

  
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James R. Paganelli, Esq.  
Essex County Counsel